

COUNTY OF YORK, VIRGINIA
INVITATION FOR BIDS (IFB)

Issue Date: September 15, 2006

IFB No. 1535

Title: Water Jetting System, High Pressure

Classification Code: 07519

*Issuing Agency:

County of York, Virginia

Central Purchasing

120 Alexander Hamilton Blvd/PO Box 532

Yorktown, Virginia 23690

Using Agency And/Or Location

County School Board of York County, Virginia

Where Work Will Be Performed:

Maintenance Department

505 Cook Road

Yorktown, Virginia 23692

Sealed Bids Will Be Received Until 3:00 P. M. on Friday, September 29, 2006 At Which Time They Shall Be Opened In Public And Read Aloud.

All Inquiries For Information Should Be Directed To: Cathy Hodock, CPPB, Buyer II,
Telephone: (757) 890-3680.

*SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Under-signed Offers And Agrees to Furnish The Equipment, Products, Materials And Services Described At the Prices Indicated In Section 10.0.

Name and Address of Firm:

Date: _____

By: _____

Signature in ink

Title: _____

Telephone No.: _____

Type/Print Name: _____

Facsimile No.: _____

Federal Tax ID#: _____

1.0 PURPOSE:

It is the express intent of this formal Invitation For Bids (IFB) to secure a qualified vendor, hereinafter the "Vendor", to provide and deliver a high pressure water jetting system, mounted on the specified trailer, accessories and training as specified herein, to the School Maintenance Department for the County School Board of York County, Virginia, hereinafter the "Owner".

2.0 SCOPE OF WORK:

Vendor shall provide and deliver a high pressure water jetting system, Harben 4016 "E45", 300 gallon unit, mounted on a single axle trailer, accessories and training in accordance with the specifications in Section 3.0 below, or Owner approved equal, to the County School of Board of York County, Virginia, School Maintenance, 505 Cook Road, Yorktown, Virginia 23692, at the prices provided by bidder in Section 10.0 below.

3.0 SPECIFICATIONS:**3.1 DESCRIPTION OF WATER JETTING SYSTEM:**

Harben 4016 "E45" high pressure water jetting unit incorporating a 300 gallon plastic loaf water tank, mounted on a single axle trailer fully equipped for highway use. Shall include a hydraulic powered hose reel complete with a hose feed guide and two fender mounted Protec tool boxes one with nozzle rack.

3.1.1 PERFORMANCE:

Up to 4,000 pounds/square inch (PSI); Up to 16 gallons per minute (GPM).

3.1.2 PUMP:

Harben "P" type pump, 8 cylinder, 22mm radial piston diaphragm pump including flow control selector valve, fluid damped pressure gauge, direct driven through flexible coupling, positive pressure relief through disposable rupture discs, as manufactured by:

Flow Plant Group
Flowplant House, Summit Estate
Summit Crescent
West Bromwich B66 1BT

A. Water Sources:

The pump shall be able to run on multiple water sources including fresh, brackish or sea water without modification.

B. The pump shall be able to withstand below freezing temperatures, as low as 0 degrees, without causing damage.**C. The pump shall be able to be run dry continuously without causing damage.****D. The pump shall not have seal(s) or packing that will require replacement.****3.1.3 ENGINE:**

Duetz F3L2011 3-cylinder diesel, 47 horse power (HP) @ 2,800 RPM

3.1.4 GEARBOX:

Harben 2.64:1 reduction gearbox

3.2 TRAILER:

Fabricated from sectional steel tubing, complete with two (2) 16" wheels close coupled, electric brakes, 2-5/16" ball hitch and quik disconnect electrical connector

3.3 ACCESSORIES:

- 3.3.1 500' x 1/2" lightweight high pressure hose
- 3.3.2 1/2" x 10' safety leader hose
- 3.3.3 9" drain jet extension
- 3.3.4 2" mini tiger tail hose protector
- 3.3.5 high efficiency drain jet 3R1F
- 3.3.6 high efficiency drain jet 6R
- 3.3.7 ten (10) white pressure disc (4,000psi)
- 3.3.8 Harben "P" pump manual
- 3.3.9 Harben operating instructions manual
- 3.3.10 Harben "P" pump service video
- 3.3.11 Duetz engine parts manual
- 3.3.12 Duetz engine instruction book
- 3.3.13 one (1) day field training
- 3.3.14 one (1) day pump repair and operation training class at factory
- 3.3.15 Bargman plug
- 3.3.16 water tank strainer
- 3.3.17 2-1/2" fill hose adaptor
- 3.3.18 Pivotion hose reel
- 3.3.19 jump jet pulsation system
- 3.3.20 10-gallon anti-freeze kit
- 3.3.21 light package to include: strobe light, manhole light, console light
- 3.3.22 work light – rear operator area
- 3.3.23 squared fenders
- 3.3.24 two (2) Protec fender mount tool box with one (1) nozzle rack mounted inside a fender tool box
- 3.3.25 2-1/2" x 25' fill hose
- 3.3.26 1/2" Enz grenade nozzle
- 3.3.27 1/2" Enz chisel nozzle
- 3.3.28 1/2" Enz standard nozzle
- 3.3.29 1/2" Jr. terminator nozzle
- 3.3.30 lateral kit to include: 1/4" x 200' hose, swivel, button nozzle, manual reel (tongue mounted)
- 3.3.31 unit painted Harben white

3.4 All parts and accessories shall be available within a twenty-four (24) hour turnaround period.

3.5 The Owner has approved the system specified herein and may require a demonstration of any alternate systems offered by Bidders prior to acceptance by Owner and Central Purchasing awarding the bid.

4.0 GENERAL TERMS AND CONDITIONS:

4.1 APPLICABLE POLICY:

This solicitation is subject to the provisions of the County of York, Virginia Ordinance No. 05-24 Procurement Policy No. 04-22[R]), and any revisions thereto.

4.2 MANDATORY USE OF FORM:

All responses to an Invitation for Bid (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the good and/or services offered or delivery terms, bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked with the IFB number, date and time of bid opening.

4.3 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by the County of York, Virginia, Central Purchasing office, hereinafter "Purchasing", after the date and time specified for the scheduled bid opening, will not be considered. It will be the responsibility of bidder to see that its bid is in the Purchasing office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

4.4 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or other schedules contained herein, the latter two shall take precedence.

4.5 CLARIFICATION OF TERMS:

Questions about the specifications or other solicitation documents, should be directed to the buyer whose name appears on the face of this solicitation. Any revisions to the solicitation will be made only by written addendum issued by Purchasing.

4.6 TESTING/INSPECTION:

Purchasing and the Owner reserve the right to conduct any test or inspection it may deem advisable to ensure that goods and services conform to the specifications. Owner may require a demonstration of equipment offered by Bidders.

4.7 INVOICES:

Invoices for goods or services ordered, delivered and accepted shall be submitted directly to the 'INVOICE TO:' address shown on the purchase order or contract. All invoices shall show the

purchase order number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than thirty (30) days.

4.8 DEFAULT:

In the event of a default by Vendor, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Vendor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

4.9 ETHICS IN PUBLIC CONTRACTING:

By submitting its bid, all bidders certify that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

4.10 ANTI-DISCRIMINATION:

By submitting its bids or proposals, bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Vendor agrees as follows:

The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Vendor, in all solicitations for advertisements for employees placed in behalf of Owner, will state that Vendor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

During the performance of this contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. Vendor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Vendor shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

4.11 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Bidder certifies that it does not and will not during the performance of the Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

4.12 INDEMNITY AGREEMENT:

The following shall be deemed incorporated into any contract awarded as a consequence of this bid to the same extent as if fully set forth therein:

Vendor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of Owner, its employees, servants, or agents. Compliance by the Vendor with the insurance provision hereof shall not relieve Vendor from liability under this provision.

Should Vendor or subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Vendor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

4.13 AVAILABILITY OF FUNDS:

It is understood and agreed between the Vendor and the Owner that the Owner shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this IFB.

4.14 NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds the Purchasing Agent reserves the right to negotiate with the apparent low bidder to obtain a mutually agreeable contract price. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.

4.15 REPLACEMENT OF DAMAGED GOODS OR OWNER'S PROPERTY:

Any damages to products or to Owner's property resulting from delivery of the products and services procured shall be replaced to Owner's satisfaction at the Vendor's sole expense.

4.16 WARRANTY:

The bidder agrees that the equipment, accessories and service furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the bidder gives any customer for such equipment and services and that the rights and remedies provided therein are in addition to and do not limit those available to the Owner by any other clause of this solicitation. A COPY OF THIS WARRANTY MUST BE FURNISHED WITH YOUR BID.

5.0 INFORMATION FOR BIDDERS:

- 5.1 Prices should be stated in units of quantity specified, with packing and delivery to destination included, less Federal, State and local taxes.
- 5.2 The time of proposed delivery must be stated in definite terms in Section 9.0. If time of delivery for different commodities varies, the bidder shall so state.
- 5.3 Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the bidder's risk and expense.
- 5.4 All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing bids. Bids must show unit price, total price, and grand total as set forth in Section 10.0. In case of error in the extension of prices, the unit price shall govern.

- 5.5 Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the Owner. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.

- 5.6 Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud.
- 5.7 Award will be made to the lowest responsible and responsive bidder. The quality of the articles to be supplied their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery terms will be taken into consideration in making the award.
- 5.8 The Owner and Purchasing reserve the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the Owner will be served.
- 5.9 Cash discounts may be offered by bidder for prompt payment of bills. Such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
- 5.10 Acceptance of a bid by the Purchasing Office is not an order to ship.
- 5.11 Each bid is received with the understanding that the acceptance in writing by Purchasing of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the Owner, which shall bind the bidder on his part to furnish and deliver the quoted articles at the prices stated and in accordance with the conditions of said accepted bid; and the Owner on its part to order from such bidder, except in cases of causes beyond its reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Any equipment delivered must be standard new equipment latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not

described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

- 5.12 The Vendor guarantees to save the Owner, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Vendor is not the patentee, assignee or licensee. This clause shall be deemed to be incorporated into any contract awarded as a consequence of this IFB.
- 5.13 All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner". In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.
- 5.14 Verify your bids before submission as they cannot be withdrawn or corrected after being opened. Unless otherwise specified herein, bidder agrees to hold the price(s) for sixty (60) calendar days from bid opening date.
- 5.15 If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.
- 5.16 Length of time for delivery as well as price may be considered in awarding of bid.
- 6.0 CLAIMS:
Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Sections 15.2-1245 through 15.2-1248 applied to the Owner mutatis mutandis. The Owner shall give its final decision on any claim of the Vendor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of the Owner.
- 7.0 SILENCE OF SPECIFICATIONS:
The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment, accessories and materials of the highest quality and correct type, size and design are to be used. All interpretation of these specifications shall be made on the basis of this statement.
- 8.0 INSURANCE:
The Vendor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the Vendor and shall deliver certificates of insurance from carriers acceptable to the Owner specifying such limits, along with a proper endorsement naming the "County School Board of York County, Virginia, its Officers, Agents and Employees" as

Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s), such additional insured status shall be primary without participation by Owner's insurers. The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Worker's Compensation and Employer's Liability Coverage A - Statutory Requirement
Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned Hired Car Coverage.
Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Commercial General Liability
Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

9.0 DELIVERY/COMPLETION:

Time is of the essence. State your earliest firm delivery date for equipment and products and your earliest firm completion date for the training.

If awarded the contract, the undersigned agrees to ship the entire order and provide the field training within _____ calendar days and agrees to complete the training at the factory within _____ calendar days, following receipt of order. THIS MAY BE A FACTOR IN MAKING AN AWARD.

Parts and accessories for products offered are available and can be delivered to Owner within _____ hours. THIS MAY BE A FACTOR IN MAKING AN AWARD.

10.0 PRICE SCHEDULE AND SPECIFICATIONS:

The bidder agrees to provide and deliver the equipment and provide the training specified in Section 3.0 above, in accordance with the specifications and terms and conditions provided herein at the price as follows:

<u>ITEM NO.</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
10.1	1	Each	High Pressure Water Jetting System, Harben 4016 "E45" Mounted On The Trailer And Including All Options Features, Accessories, And Training As Specified In Section 3.0 Above, Or Owner Approved Equal	\$_____	\$_____

Manufacturer and Model: _____

Notes:

In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he/she proposes to furnish (see Section 5.5 above).

Owner may require a demonstration of any alternate system offered, prior to award of bid (see Section 3.5 above).

11.0 VENDOR DATA:

Please complete the following:

11.1 Years in Business:

Indicate the length of time you have been in business providing this type of product/service: _____years _____months.

11.2 References:

Indicate below a listing of at least three (3) recent references for whom you have provided this type of product/service. Include the date products/service was furnished and the name, address and phone number of the person we have your permission to contact.

<u>CLIENT</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>PERSON TO CONTACT AND PHONE NUMBER</u>
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